

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BROWNING PRESERVE SUBDIVISION
SECTION 16, TOWNSHIP 2, RANGE 6**

In Plat Book 107 pg 43-44

THIS DECLARATION, made on the date hereinafter set forth by PASS DEVELOPMENT, LLC, a Mississippi Limited Liability Corporation, hereinafter referred to as "Declarant", and WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Desoto, State of Mississippi, which is located in Section 16, Township 2, Range 6, more particularly described in Exhibit "A", which Exhibit is attached hereto and incorporated herein by reference ("Site/Property").

NOW, THEREFORE, Declarant herein declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all Parties having any right, title and interest in the described Property or any part thereof their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

Article 1 Definitions

- 1.01 "Association shall mean and refer to Browning Preserve Homeowners Association, Inc. a Mississippi non-profit corporation, its successors or assigns, which Association shall have as its members all of the Owners of Lots within the Property which shall be responsible for the care, management and supervision of the Common Areas, if any, within the property.
- 1.02 "By-law" shall mean and refer to the By-laws of Browning Preserve Homeowners Association, Inc., and as the same may be amended from time to time.
- 1.03 "Common Area" shall mean all real property (including the walking trails and improvements thereto), if any, owned by the Association for the common use and enjoyment of the Owners.
- 1.03.1 "Declarant" shall mean and refer to Pass Development, LLC, its related companies, specific successors, and assigns as designated in a document placed on record in the Chancery County Clerk's Office of Desoto County, which designates such successors and assigns as the party or parties succeeding to the rights of the Declarant hereunder.
- 1.04 "Lot" shall mean and refer to any plot of land designated for the development of a single-family residence as shown upon any plat recorded or to be recorded, subdividing the Property or any staged development.

*Planning Com.
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- 1.05 "Owner" shall mean and refer to the record owner, whether one or more persons or entity, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.06 "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association as hereinafter provided.
- 1.07 "Subdivided" shall mean and refer to only portion of the Properties described in a plat of subdivision filed on record in the Chancery Clerk's Office, Desoto County, Mississippi.
- 1.08 "Design Review Guideline" (DRG) or "Design Review Process" shall mean the process each lot owner must complete prior to construction on any lot in the Subdivision. The DRG may be modified or changed from time to time by the developer or by the Architectural Committee with written consent of the developer. It shall be the responsibility of each lot owner to obtain and comply with the current version of the Design Review Guideline and provide the same to the subsequent purchasers.
- 1.09 "Architectural Committee" or "Design Review Committee" shall mean and refer to the individual or individuals appointed to review and approve any and all construction activities on any lot in the Subdivision.

Article 2 Property Rights

- 2.01 Owner's Easement of Enjoyment. Every owner shall have a right and easement of ingress and egress and enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - a. The right of the Association to charge reasonable fees for the maintenance, repair or reconstruction upon the Common Area, if any, which the Association may acquire.
 - b. The Common Area, if any, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Lot Owners and approval of the Desoto County Planning Commission. If acquired, such Common Area shall be free and clear of all encumbrances.
 - c. The right of the Association to adopt rules and regulations for the benefit of the Owners respecting use of the Common Area.

Article 3 Membership and Voting Rights

- 3.01 Every Owner of a Lot shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any

Lot. Ownership of such Lot shall be the sole qualification for membership. There shall be one Homeowners Association for Browning Preserve.

3.02 The Association shall have two (2) Classes of voting memberships:

- a. Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- b. Class B: The Class B member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and become converted to a Class A membership on the happening of the either of the following events, whichever occurs earlier:

- (1) 95% of the lots are deeded to homeowners or December 31, 2020, whichever occurs first.

3.03 No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association, except as otherwise provided herein.

3.04 At every meeting of the Owners, each of the Owners shall have the right to cast his vote on each question. The vote of the Owners representing fifty-one percent (51%) majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the stature or the Corporate Charter, or this Declaration, or the by-laws, a different vote is required, in which case such express provisions shall govern and control.

Article 4 Covenant for Maintenance Assessments

4.01 Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each lot owned within the Property, hereby covenants, and each owner of any Lot by acceptance or a deed therefore, whether or not it shall be so expressed in such deed, and except as hereinafter provided, is deemed to covenant and agree to pay the Association; 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together

with interest, costs and attorney's fees shall also be the assessment fee due. Lots owned by the Declarant, its assigns, for sale and for so long as said property remains unoccupied, are excluded from the payment of assessments.

- 4.02 Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Property, and/or the periodic maintenance, repair and replacement of improvements to the Common Area, if any, and any reserves necessary and proper for such purposes. The developer shall not use Homeowners Association (HOA) assessment funds to make improvements to Homeowners Association Common Area.
- 4.03 Maximum Annual Assessment: Until January 1st or the year immediately following the recording of the Declaration in the Desoto County, Mississippi Chancery Court Clerk's Office, the maximum annual assessment for Class A Owners shall be \$400.00 per Lot. HOA dues must be paid on or before the closing of each lot. No prorating.
- a. From and after January 1st, or the year immediately said recording, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of each class or the membership.
 - b. From and after January 1st of the year immediately following the said recordation, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class or members who are voting in person or by proxy, at a meeting duly called for the Purpose.
 - c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- 4.04 Special Assessments for Capitol Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capitol improvement upon the Common Areas, if any including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for the Purpose.
- 4.05 Notice Quorums for Any Action Authorized Under Section 4.03 and 4.04: Written notice of any meeting called for the purpose of taking action authorized under Section 4.03 or 4.04 shall be sent to all members not less than ten (10) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence or members or of proxies entitled to cast sixty percent (60%) of all the votes of either class of membership shall constitute a quorum. If the quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required

quorum of the preceding meeting. No such meeting shall be held more than sixty (60) days following the preceding meeting.

4.06 Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis.

4.07 Date of Commencement or Annual Assessments Due Date: The annual assessments provided for herein shall commence as to each Lot commencing on the day an Owner accepts a deed therefore, unless provided in Section 4.01. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as the date of its issuance.

4.08 Effect of Nonpayment of Assessments – Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at any rate set by the Association, not to exceed the maximum interest permitted under Mississippi Law. The Association may bring in action at law against the Owner to collect the assessment or foreclose the lien against the property and the interest, costs and reasonable attorney's fees for the assessments provided for herein by non-use and Common Area, if any, or abandonment of his Lot. The Owner of a Lot on which there are delinquent assessments shall not be permitted to participate or vote in any meeting of the Association. Mortgages are not required to collect assessments. Further, failure to pay assessments shall not constitute a default under an insured mortgage.

4.09 Subordination of the Lien to Mortgages: The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment of the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien or such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Article 5 Covenants and Restrictions for Building Improvements

An Architectural Committee is hereby established for all lots and parcels within the Property. The initial Committee shall consist of the designees of the Declarant. These individuals shall serve for a period of three (3) years unless they resign from the Committee by written notice to the Declarant or Board of Directors of the Association. Upon the expiration of three (3) years from the date thereof, or the earlier resignation of

the above-referenced designees, the Board of Directors of the Association shall then appoint the unfilled position of the Architectural Committee, which shall be composed of one (1) or more individual Lot Owner(s). The affirmative vote of the majority of the membership of the Architectural Committee shall be required to adopt or promulgate any rule or regulation, or to take any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained therein. The Architectural Committee shall adopt Design Review Guidelines to govern construction activities within the Subdivision.

5.01 Approval Necessary Rules of Committee and Remedies for Violation: With the exception of improvements made by the Declarant, no structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within the Property, nor shall any existing structure, fence, or barrier upon any Lot be painted or altered in any way which materially changed the exterior appearance thereof, without the written consent of the Architectural Committee nor shall any new use be commenced on any Lot unless submitted to and approved in writing by the Architectural Committee, but in any event shall include:

- a. A site plan of the Lot and Architectural Plan showing the nature, exterior, color scheme, kind, shape, height, materials, and location with respect to the proposed structure to be constructed upon said Lot (including proposed front, rear and side setback) of all structures, fences or barriers, and location of all parking spaces and driveways on the Lot; it will be necessary to get approval from the Architectural Control Committee prior to changing the color scheme of the structure after it is purchased.
- b. Grading, soil erosion prevention and landscaping plans for the particular Lot.

The Architectural Committee may promulgate the Design Review Guidelines and any rules governing the form and content of plans to be submitted for approval or requiring specific improvements of the Lots including, without limitation, the exterior lighting and planting, disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Committee discretion as to any such matter, but no change in policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver or the Architectural Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter provided that the plans and

specifications as approved in any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences or barriers on and uses of the Lot in question.

In the event the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved and submitted and no further action shall be required.

If any structure, fence, landscaping barrier shall be altered, erected, placed or maintained upon any Lot contained therein or any new use commenced on any Lot otherwise than in accordance with DRG plans and specifications approved by the Architectural Committee as required herein, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein and upon written notice from the Architectural Committee any such structure, fence, landscaping barrier so altered, erected, place or maintained upon any Lot, in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the owner or owners of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of same, the Association by its officers or directors shall have the right through its agents and employees to enter upon said Lot and to thereof shall be a binding personal obligation of such owner as well as a lien upon the Lot in question upon the recording of such with the Chancery Clerk's Office in Desoto County, Mississippi.

Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in a form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or structure complies therewith. Preparation and recording of such certificate shall be at the expense of the owner or owner(s) of such Lot. Any certificate shall be conclusive evidence that all structures on the section and the use or uses described therein comply with all the requirements as to which the Architectural Committee exercises their discretionary or interpretive.

The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Any agent or Declarant or the Architectural Committee may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions of these

restrictions, and no such person shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Association or any owner of any Lot contained within the Planned Development shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot in the Planned Development. Failure by an Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Article 6 Covenants and Restrictions for Use

- 6.01 Residential Use and Subdivision of a Lot: No lot shall be used except for private residential purposes. No Lot in the Development shall be subdivided.
- 6.02 Prohibited Uses Nuisances: In order to provide for a congenial occupation of the homes within the Development, and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:
- A. Said Property is hereby restricted to residential dwellings. The minimum heated square feet of a one-story home will be 2,500 square feet. The minimum square footage of a 1-1/2 or 2 story home will be 2,500 square feet and the first level of footprint will be a minimum of 1,800 square feet, exclusive of open porches, garages and basements. All openings to garages on homes shall not be visible from any street, except on a corner lot. All dwellings shall contain at least two (2) and not more than three (3) car attached garage.
 - B. Building Setbacks. The minimum building setback limits have been determined by the Architectural Review Committee. The following setbacks are minimum standards and are measured from the property lines. The front setback shall be thirty (30) feet, unless approved by the developer. Each side setback shall be fifteen (15) feet, the rear setback shall be twenty-five (25) feet and each street side yard setback shall be twenty (20) feet.
 - C. All buildings or structures erected upon said Property shall be of new construction, and no buildings or structures shall be moved from their locations onto said Property, and no subsequent buildings or structures of a temporary character, trailer, basement, tent, shack, garages, barn or other out building shall be used on any portion of said Property at any time as a residence either temporary or permanently. The exterior of all dwellings shall be composed of at least seventy-five percent (75%) brick, stone, or dryvit. No aluminum or vinyl siding shall be allowed. Architectural roof shingles are to be used on the roof of all buildings and structures on said Property.

6.03 Prohibited Uses Nuisances General

- a. Each lot shall be conveyed as a separately designed and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants of record in the Chancery Clerk's Office, Desoto County, Mississippi.
- b. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the period or the sale of said Lots, upon such portion or the premises as Declarant deems necessary, such facilities, as in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, but without limitation, a business office, storage area, construction yard, signs, model units and sales office.
- c. No advertising signage, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger health or unreasonably disturb the Owner or any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction, sales or maintenance of any home or building, if any, of Declarant, its agents and assigns during the development and sales period of Lots in the Planned Development.
- d. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of adjoining landowners or neighboring streets. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- e. No exterior television, radio or other antenna of any sort or any window air conditioning units shall be placed, allowed or maintained on any portion of the Property nor upon any structure situated upon Property without prior written approval and the authorization of the Architectural Committee.
- f. Grass, seeding, weeds, vegetation and debris on each Lot shall be kept mowed, maintained and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants that die shall be promptly removed from such Lots. Until a structure is constructed by an Owner, Declarant, at its option and its direction, may mow and have dead trees, siltation, and debris removed from such Lots, Common Area, and the Owner of such Lot shall be obligated to reimburse Declarant for the cost of such work should he refuse or neglect to comply with the terms of this paragraph. If fill is placed on the Lot and the construction of the improvements is not promptly commenced and completed, then the Owner will be required to maintain such Lot.

- g. No obnoxious or offensive trade of activity shall be carried on upon any Lot in this Planned Development nor shall anything be done thereon which may be or become an annoyance or nuisance to the Planned Development or other Lot owners.
- h. No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the Common Area or street or between the curb and property lines.
- i. There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the by-laws authorized to adopt such rules.
- j. No recreational vehicle (RV or motor home, ATV), boat, or any type trailer may be parked or stored on any Lot unless same is in the garage. All passenger automobiles shall be parked either on the driveway or in a garage. No more than four (4) automobiles per lot. No semi-truck or truck whose capacity exceeds one (1) ton or non-type trailer or flat bed trailer may be parked on any residential Lot or in the Common Area, streets or open spaces.
- k. No motor vehicle or any other vehicle, including, but not limited to, a boat, motor and boat trailer, lawn mower, tractor, etc., may be stored on any Lot
- l. No storage building, shed, detached garage, or other out building shall be allowed upon any Lot, unless approved by the Architectural Committee.
- m. No chain link fences shall be allowed on any Lot. Wooden or ornamental iron fences will be allowed upon prior approval to beginning of fence construction by the Architectural Review Committee. No fence shall be placed and constructed nearer to the front property line than the back corner of the residence; all fencing will be a maximum of six (6) feet tall.
- n. No car, truck, van, trailer, boat, recreational or commercial type vehicle shall be stored or parked on any lot, unless in a closed garage, or parked on the streets serving the subdivision, unless engaged in transporting to or from a residence in the subdivision.
- o. No motorized vehicles in Common Area other than maintenance vehicles. Ex: 4-wheelers, motorcycles, go carts, etc. This will be considered trespassing and violators will be prosecuted.
- p. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except dogs and cats may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The number of animals, kept in fenced area or within backyard, shall be limited to 2. In all instances, household pets shall be restrained within fenced areas or under leash.
- q. All signs, billboards or advertising structures of any kind are prohibited except for two (2) professional signs of not more than ten (10) square feet to advertise a lot for sale or lease during a sales period and except for signs, billboards or advertising structure erected by or on behalf of

Developer, during the development and sales period of the Developer's property and unsold Lots. No sign is permitted to be nailed or attached to trees. All signs to be approved by the Architectural Committee or Desoto County.

- r. Garage/yard sales are not permitted without a permit from the Homeowners Association.
- s. All mailboxes (numerals thereon) and the supports and encasements therefore within the subdivision are to be identical in design and will be selected by the Developer. No decorations except for holiday may be affixed or adhered.
- t. Owner/Purchaser assumes the responsibility of having property tested and inspected as needed for foundation design. Owner/Purchaser agrees to hold harmless the Declarant and all agents or brokers from any liability due to foundation problems. Owner/Purchaser shall be required to maintain property in such condition as to minimize off-site damage from erosion, sediment deposits, and storm water. This requirement will be in effect from the beginning of site preparation and continued throughout the establishment of permanent vegetative cover. Owner/Purchaser acknowledges and agrees that Declarant is not responsible for any damages which hereafter may be suffered by Owner/Purchaser or other Property Owners or parties as a result of site preparation work carried out by Owner/Purchaser and his/her subcontractors and Owner/Purchaser agrees to fully indemnify and hold Declarant harmless from any such damages sustained in connections therewith. Owner/Purchaser is buying the Property "as is" and acknowledges that Declarant is not responsible for any subsequent changes in the land, including but not limited to any settlement land arising from the installation of any utility at the time of installation or at any time thereafter.
- u. All driveways are to be of washed aggregate or stamped concrete. Each dwelling shall have a four (4) foot side washed aggregate or stamped concrete sidewalk connecting all front and side entrances of the dwelling.
- v. Each Lot Owner will install on gas or electric lantern and post selected by the Developer. The specifications for post and lamps shall be uniform throughout the Property, as designed by the Developer. Lamps should be placed on the house side of the driveway, fifteen (15) feet from the front Property line and ten (10) feet from the driveway.
- w. All sewer and gas connections must be approved by the City of Olive Branch. Lewisburg Water Association shall supply water.
- x. Swimming pools and/or tubs/spas and their accessory structures shall be installed in accordance with the ordinances and regulations of the City or County, whichever applies and are subject to review and approval of the Architectural Review Committee. No above ground swimming pools shall be permitted.
- y. All equipment, garbage cans, service yards, mechanical equipment, swimming pool pumps and filters, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view

of streets and neighbors. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

- z. Developer will cause to be incorporated a non-profit homeowners association to which every party purchasing a Lot, whether the original purchaser or not, will be deemed to have agreed to belong. There shall be one homeowners association for Browning Preserve.

Article 7 Exterior Appearances

- a. No foil, sunscreens, or other reflective materials shall be permitted on any exterior windows.
- b. When not in use, all garage doors shall be kept closed.
- c. No basketball goals or sports apparatus shall be permitted or placed on any Lot that is visible from any street.
- d. No clothesline shall be constructed or placed on any Lot.
- e. No decorations, lights, etc., except holidays, may be affixed or adhered to the mailbox, exterior of home, light fixtures, etc. All must be removed, no later than 15 days after the date of the holiday. Architectural Review Committee must approve all other permanent decorations, for house and yard.
- f. Each house requires physical address to be permanently displayed. (ex: etched concrete)

Article 8 Insurance

The Association shall keep all insurable improvements and fixtures of the Common Area, if any, insured against loss or damage by fire or other casualty for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable, including a policy of general liability insurance and directors and officers insurance. The Association may also insure any other property, whether real or personal, owned and maintained by the Association, against loss or damage by fire and such other hazards as the Association deems desirable with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area, if any, shall be written in the name of and the proceeds thereof shall be payable to the Association. The Association, for the repair or replacement of the property for which the insurance was carried, shall use insurance proceeds.

- a. In the event of damage to or destruction of any part of the Common Area Improvements, if any, the Association shall repair or replace the same from the

insurance proceeds available. If such insurance proceeds are insufficient to cover the costs or repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against Lot Owners to cover the additional cost of repair or replacement of the property damaged or destroyed.

- b. The Board of Directors shall review all insurance policies at least annually in order to ascertain whether coverage contained in the policies is sufficient to protect the Owner and to make any necessary repairs or replacement of the property, which may have been damaged or destroyed.

Article 9 Liability

Absolute liability shall not be imposed upon Owners for damage to the Common Area, if any, or to the Lots, including improvements, of others where maintained by the Association, whether caused by themselves, their families, guests or invitees. Their liability shall only be that for which they would be legally responsible under the State of Mississippi.

Article 10 General Provisions

- 10.01 **Enforcement:** The Declarant, the Association, the Architectural Committee, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Declarant or the Association or by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.
- 10.02 **Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.
- 10.03 **Amendment:** The covenants and restrictions of the Declaration shall run with and bind the land for term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by, no less than, seventy-five percent (75%) of the Lot Owners and Declarant. Any amendment must be recorded to be effective.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR IN PART TO CONFORM THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER, OR IF IN THE SOLE OPINION OF THE DECLARANT AN AMENDMENT IS REQUIRED TO

INSURE THE ORDERLY DEVELOPMENT OF THE PROPERTY. ANY AMENDMENT OF THESE COVENANTS AND RESTRICTIONS BY EITHER THE DECLARANT, THE ASSOCIATION OR ANY OWNER MUST FIRST BE APPROVED BY THE DESOTO COUNTY PLANNING DEPARTMENT/COMMISSION.

- 10.04 Easements: The Declarant reserves and the Association shall be bound to convey to Declarant or it designees, any easement requested by the Declarant for the construction, development and maintenance of any sign, amenity, or any portion of the Property, or proposed Common Areas, if any. Furthermore, if ingress or egress to any residence is through the Common Area, if any, any conveyance or encumbrance or such area is subject to that Lot Owner's easement or ingress and egress.
- 10.05 Declarant's Reservation of Rights Respecting Use of the Properties: The Declarant shall not be obligated to improve, develop or subdivide any part of the Properties in any specific manner or time or for any specific use, the Declarant, reserving unto itself, its heirs or assigns, all rights and privileges with respect to any portion of the Properties which it owns.

Declarant may delete from the operation of the Declaration any portion of the Properties owned by Declarant and not subdivided, or any portion of the properties owned by the Declarant and within the boundaries of a recorded subdivision plat, provided that no Lots with such recorded subdivision plat have been conveyed by Declarant by warranty deed.

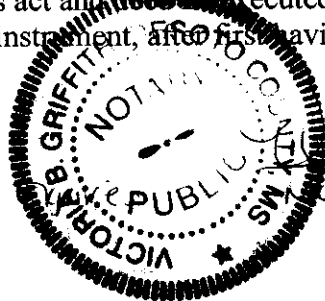
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 Address : 7040 Windstone Blvd, Suite 206
 Olive Branch, MS 38654
 Telephone : 662-895-7277
 PASS DEVELOPMENT, LLC

BY: [Signature] MGR,

STATE OF MISSISSIPPI
 COUNTY OF Desoto

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 25th day of September 2008, within my jurisdiction the within named William E. Pass, Jr., who acknowledged that he is the Manager of Pass Development, LLC., a Mississippi Limited Liability Corporation, and that for and on behalf of the said corporation, and as its act and deed executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

My Commission
 12-17-2010



Victor B. Griffith
 Notary Public